

UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF WASHINGTON AT SEATTLE

COMES NOW Plaintiffs VMC Consulting Corporation and Volt Telecommunications Group, Inc., (collectively “Volt”) by and through their attorneys of record, J. Dino Vasquez of Karr Tuttle Campbell, and for cause of action against the defendant, states and alleges as follows:

L. PARTIES

1. Plaintiff VMC Consulting Corporation is a Delaware corporation (“VMC”) whose principal place of business is in New York, NY.

2. Plaintiff Volt Telecommunications Group, Inc. is a Delaware corporation (“VTG”) whose principal place of business is in Cranford, NJ.

COMPLAINT - 1
CASE NO.
#949261 v1 / 42936-001
#951406 v1 / 42936-001

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3. Defendant Amazon Fulfillment Services, Inc. ("Amazon") is a Washington Corporation with its principal place of business in Seattle, Washington.

II. JURISDICTION AND VENUE

4. The amount in controversy exceeds \$75,000.00 exclusive of interest and costs.

5. This Court has jurisdiction pursuant to 28 U.S.C. § 1332 (Diversity of Citizenship).

6. Venue is proper pursuant to 28 U.S.C. § 1391 (b) (1) and (2) because Amazon is a resident in the Western District of Washington and Volt entered into the contract in VMC's Redmond, Washington offices within the Western District of Washington.

III. FACTUAL ALLEGATIONS

7. On or about August 8, 2011, Amazon and VMC entered into a Master Services Agreement to provide services to Amazon and any of its affiliates.

9. On or about August 20, 2013, Amazon issued a Purchase Order No. 100281076 to Volt for the Project at six different Amazon locations identified as follows:

- a. Coppell, Texas
- b. Schertz, Texas
- c. Shepherdsville, Kentucky (Zappos.com Boulevard)
- d. Shepherdsville, Kentucky (Omega Parkway)
- e. Jeffersonville, Indiana
- f. Hebron, Kentucky

for a total of over \$750,000.00.

1 10. On or about November 6, 2013, Amazon issued an additional Purchase Order No.
2 100302528 to Volt for the Project at a total of over \$750,000.00.

3 11. Volt performed work pursuant to the July 25, 2013 Work Order, Purchase Order
4 100281076 and Purchase Order 100302528 for the benefit of Amazon.

5 12. Pursuant to Purchase Order No. 100302528 and promises made by Amazon
6 extending the original anticipated completion date and for more money for additional work on
7 the Project, Volt continued working on the Project, which included, but was not limited to,
8 installing fiber optic cable, conduit, unistrut, building of infrastructure, and constructing and
9 installing IDF cabinets.

10 13. On or about October 28, 2013, Amazon issued an additional Purchase Order No.
11 100299533 to Volt for rental of a scissor lift and accessories related to the camera installation
12 work at a total of \$9,925.54.

13 14. On or about November 15, 2013, Amazon issued an additional Purchase Order
14 No. 100305294 to Volt for rental of a man lift and boom related to the camera installation work
15 at a total of \$12,431.06.

16 15. On or about November 19, 2013, Amazon issued an additional Purchase Order
17 No. 100306255 to Volt for rental of a scissor lift and accessories related to camera installation
18 work at a total of \$11,589.72.

19 16. On or about November 20, 2013, Amazon issued an additional Purchase Order
20 No. 100306551 to Volt for rental of another scissor lift and accessories for the Project at a total
21 of \$19,923.82.

22 17. On or about November 21, 2013, Amazon issued an additional Purchase Order
23 No. 100306926 to Volt for rental of another scissor lift, boom related to and accessories for the
24 camera installation work at a total of \$5,884.19.

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1 18. Volt leased equipment pursuant to Amazon's Purchase Orders and other non-
 2 Purchase Order requests for the benefit of Amazon, in pursuit of the performance of the work on
 3 the Project for which Amazon additionally promised to pay to Volt.

4 19. After November 21, 2013, Volt continued renting equipment for the Project
 5 pursuant to promises made by Amazon that they would pay Volt for the cost of renting
 6 equipment.

7 20. In addition to the leased equipment used in the performance of the work on the
 8 Project, Volt provided Amazon with a rented Fluke cable analyzer valued at \$7,099.00 for its
 9 Jeffersonville, IN facility.

10 21. The cable analyzer was delivered to the Jeffersonville, IN facility via UPS and an
 11 Amazon employee acknowledged written receipt of the cable analyzer.

12 22. Despite Volt's demand to return or pay for the value of the cable analyzer,
 13 Amazon has failed to return the cable analyzer or pay the value of the cable analyzer. The cable
 14 analyzer has never been returned to Volt nor paid for by Amazon.

15 23. Volt's total labor for work performed on the Project, invoiced to Amazon, was in
 16 the amount of \$1,116,277.25.

17 24. Volt's equipment leasing expenses in pursuit of the performance of work on the
 18 Project, invoiced to Amazon was in the amount of \$105,266.54.

19 25. Amazon received and was invoiced for total labor and equipment rental expenses
 20 for the Project in the amount of \$1,221,543.79.

21 26. To date, Amazon has paid only \$708,235.77 of the aforementioned invoiced total
 22 for labor, and equipment rental expenses provided by Volt for the Project.

23 27. Volt provided labor and rental equipment to Amazon in an invoiced amount of
 24 \$513,308.02 for which Amazon has not paid.

25 28. Furthermore, Volt is also owed the \$7,099.00 cost of the Fluke cable analyzer or
 26 return of the product.

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IV. RESERVATION

29. Plaintiffs re-allege and incorporate herein by reference as though fully set forth the allegations contained in paragraphs 1-28.

30. Plaintiffs reserve the right to amend the factual and legal allegations in this Complaint upon completion of discovery and further investigation in this matter.

V. FIRST CAUSE OF ACTION

(For Breach of Contract)

31. Plaintiffs re-allege and incorporate herein by reference as though fully set forth the allegations contained in paragraphs 1 – 30.

32. The consideration set forth in the above agreements referenced above was fair and reasonable.

33. Plaintiffs performed pursuant to and in accordance with the terms and conditions of the written agreements.

34. Plaintiffs have demanded full payment but Defendant Amazon failed to perform its duty under the written agreements by refusing to pay Plaintiffs in full for Plaintiffs invoiced work performed and equipment lease expenses incurred in accordance with the written agreements.

35. Defendant Amazon's failure constitutes a breach(es) of the written agreements.

36. As a result of Defendant Amazon's breach(es) of the written agreements, Volt Plaintiffs suffered damages in the amount of \$513,308.02 plus interest.

VI. SECOND CAUSE OF ACTION

(For Quantum Meruit on Implied Contract)

37. Plaintiffs re-allege and incorporate herein by reference as though fully set forth the allegations contained in paragraphs 1 – 36.

38. In the absence of an enforceable written contract, Volt and Amazon entered into an implied contract for services, mainly the installation of security cameras, cabling, cabinets,

1 switches, infrastructure, unistrut, fiber optics and conduit and other equipment rental for six
2 Amazon locations.

3 39. Plaintiffs performed work and provided other services related to the installation of
4 security cameras in six Amazon locations as requested and approved by Defendant Amazon.
5 The work and services were not gratuitously provided.

6 40. Volt's invoiced amounts for work performed and equipment rented totaled
7 \$1,221,543.79.

8 41. Plaintiffs are entitled to \$1,221,543.79 but Defendant has yet to pay the
9 outstanding balance of \$513,308.02 for work, and equipment provided by Volt for the benefit of
10 Amazon.

11 **VII. THIRD CAUSE OF ACTION**

12 **(For Unjust Enrichment on Implied Contract)**

13 42. Plaintiffs reallege and incorporate herein by reference as though fully set forth the
14 allegations contained in paragraphs 1-41.

15 43. Alternatively, if no enforceable express written contract exists between the
16 parties, an implied contract exists.

17 44. Plaintiffs performed work and provided other services related to the installation of
18 security cameras in six Amazon locations as requested and approved by Defendant Amazon.
19 The work and services were not gratuitously provided.

20 45. As a result of the work performed and the services rendered by Plaintiffs,
21 Defendant Amazon received a benefit.

22 46. The value of the benefit to Defendant Amazon is in the amount of \$1,221,543.79,
23 for the work performed, services provided and equipment rented by Volt.

24 47. Defendant Amazon has unjustly retained the benefit of Volt Plaintiffs work,
25 services and equipment rental expenses to the detriment and expense of Volt Plaintiffs.

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48. Plaintiffs are entitled to \$513,308.02 from Defendant Amazon for the benefit unjustly retained by Defendant Amazon.

VIII. FOURTH CAUSE OF ACTION

(Negligent Misrepresentation)

49. Plaintiffs reallege and incorporate herein by reference as though fully set forth the allegations contained in paragraphs 1-48.

50. Defendant Amazon promised to authorize, either by a new or amended Purchase Order, an extension of time and funds to induce Volt to continue to provide additional work and services, on the Project.

51. Volt Plaintiffs justifiably relied to their detriment on Defendant Amazon's promise and continued working on the Project.

52. Defendant Amazon failed to provide sufficient extension of time to complete the Project and/or additional funds for the further work and equipment provided by Volt for the Project.

53. Volt Plaintiffs have been damaged as a result of its reliance on the promises made by Defendant Amazon and Amazon's failure to satisfy its obligations.

IX. FIFTH CAUSE OF ACTION

(Promissory Estoppel)

54. Plaintiffs reallege and incorporate herein by reference as though fully set forth the allegations contained in paragraphs 1 – 53.

55. Alternatively, if no express written enforceable contract exists for work beyond the scope and provisions of the written agreements, Defendant Amazon is estopped from claiming it owes Volt Plaintiffs no further obligations because of the doctrine of promissory estoppel.

56. Defendant Amazon made promises to pay Volt for all its additional work and equipment leased for the Project.

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57. Defendant Amazon knew or should have known Volt would continue working and renting equipment based on Amazon's promises.

58. Volt Plaintiffs justifiably and reasonably relied on promises by Defendant Amazon to Volt's detriment.

59. Injustice can be avoided only by enforcing the promises made by Defendant Amazon and relied upon by Volt Plaintiffs to Volt's detriment.

X. SIXTH CAUSE OF ACTION

(Conversion)

60. Plaintiffs reallege and incorporate herein by reference as though fully set forth the allegations contained in paragraphs 1 – 59.

61. Plaintiffs own or have a right to possess a 1800 Fluke DTX cable analyzer.

62. Defendant Amazon in exercising dominion and control over Plaintiffs' 1800 Fluke DTX cable analyzer intentionally interfered with Plaintiffs' personal property.

63. Defendant Amazon's intentional interference deprived Plaintiffs' use of its personal property.

64. Defendant Amazon's intentional interference with Plaintiffs' personal property caused Plaintiffs damages in the amount of its value of \$7,099.

XI. REQUEST FOR RELIEF

WHEREFORE, Volt Plaintiffs request relief as follows:

1. Judgment in Volt's favor in an amount to be proven at trial;
2. For costs and applicable fees;
3. For prejudgment interest on any judgment awarded to Plaintiffs; and
4. For such other and further relief as the Court deems just and equitable.

1 Dated this 2nd day of October, 2014.
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4 s/J. Dino Vasquez
5 J. Dino Vasquez, WSBA#25533
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10 *Attorneys for Plaintiff VMC Consulting Corporation
11 and Volt Telecommunications Group, Inc.*
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